

WAIVER AND RELEASE

THIS IS A WAIVER OF RIGHTS AND AN AGREEMENT NOT TO SUE. YOU ARE GIVING UP CERTAIN LEGAL RIGHTS BY SIGNING THIS DOCUMENT. EXECUTION OF THIS DOCUMENT IS A CONDITION TO ENTERING ONTO PROPERTY (THE "SITE") OWNED BY RANCHO MISSION VIEJO, LLC AND/OR ITS RELATED ENTITIES AND MANAGED OR OTHERWISE UTILIZED BY THE RICHARD & DONNA O'NEILL CONSERVANCY, THE RANCHO MISSION VIEJO LAND TRUST AND/OR THE RESERVE AT RANCHO MISSION VIEJO.

1. I/We acknowledge that entering onto the Site may involve hazards. I/We hereby agree to assume those risks and to release and hold harmless all of the persons or entities mentioned herein who might otherwise be liable to me/us (or my/our heirs or assigns) for damages. The dangers that I/ we may encounter include, by way of example only and without limitation: rattlesnakes, mountain lions and other wild animals, poison oak, ticks, Lyme disease, West Nile virus, rugged terrain, slippery rocks, cliffs, cactus spines, stinging and biting insects, harsh and quickly changing weather conditions, and stinging nettles.
2. I/We realize that there is a risk of becoming seriously ill or injured in an area remote from medical care and that the availability of emergency medical services or emergency transportation to medical facilities cannot be guaranteed. Moreover, I/we recognize that any parking areas located on the Site have been provided solely as a matter of convenience and are not warranted as to condition, security or freedom from loss or injury to person or property. I/We agree that use of any parking areas is solely at my/our discretion and risk.
3. I/We have been properly instructed in and understand the use of any equipment used in the nature hike or other activity (the "Activity"). I/We (i) realize that participation in the Activity may require sustained strenuous physical activity, (ii) am/are in good health, and (iii) am/are not aware of any physical or medical condition that might endanger me/ourselves or other participants in the Activity.
4. Being fully aware of any risks, and in consideration for being given permission to enter upon the Site, and acting on behalf of myself/ourselves and my/our heirs, personal representatives, executors and assigns, I/we release the Richard & Donna O'Neill Conservancy, Rancho Mission Viejo, LLC, Sendero Retail, LLC, RanchLife, The Reserve at Rancho Mission Viejo, The Rancho Mission Viejo Land Trust and their respective affiliates, related entities, successors-in-interest, officers, directors, members, shareholders, employees, attorneys and agents (collectively, "Releasees") from liability for any and all claims for damages or death, personal injury or property damage arising from or in any way related to participation in the Activity or during travel to, from or parking on the Site, whether or not arising from the negligence of the Releasees. This Release includes all claims which I/we may have, or which may hereafter accrue to me/us or my/our heirs as a result of being on the Site, including any claims whether known or unknown, foreseen or unforeseen, future or contingent. I/We agree that the foregoing is a general release and extends to all claims.
5. I/We shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the Releasees arising out of or related to the actions, causes of actions, claims and demands hereby waived, released or discharged by me/us. This Waiver and Release shall be binding upon me and my spouse, legal representatives, heirs, successors and assigns.
6. I/We expressly agree that no warranty or representation of any kind whatsoever has been given me regarding the condition of the Site or any facilities, improvements or equipment thereon or any means of transportation to, from or on the Site, and agree, furthermore, that Releasees shall not be liable for any alleged negligence pertaining thereto.
7. I/We assume full liability for any injury to or death of any person arising by reason of participation in the Activity, presence on the Site or travel to, from or on the Site (including parking) or for any damage to or loss or destruction of property on the Site caused by me/us.
8. I/We hereby grant permission to the Richard & Donna O'Neill Conservancy, The Reserve at Rancho Mission Viejo, The Rancho Mission Viejo Land Trust, RanchLife, Sendero Retail, LLC and Rancho Mission Viejo LLC, for the purpose of publicizing educational programs or any other lawful purpose, to use my/our photographic likeness in publications—including websites, magazines, newspapers, exhibits and educational publications—without (i) prior notice, consent or authorization or (ii) payment, royalties, the right to approve the finished product, or any other consideration.
9. I/We understand and acknowledge that the Site is private property and is not a public park or other place of public accommodation. I/We further understand and agree that while visiting the Site, I am/we are invitee(s) of the property owner and will follow and comply with all instructions, rules and directions of the property owner and the manager thereof.
10. I/We agree not to remove anything (e.g., plants, artifacts, etc.) found or located upon the Site without the express written approval of The Reserve at Rancho Mission Viejo. Moreover, I/we agree to maintain in strictest confidence -- all information received, discovered, disclosed or prepared regarding the Site and/or the Releasees during the conduct of the Activity (the "Information"), and that I/we shall not reveal, share, duplicate or otherwise use the Information for any purpose without the express written approval of The Reserve at Rancho Mission Viejo.
11. I/We have carefully read this Waiver and Release and fully understand all of its contents and legal effect. I/We agree that this Waiver and Release is contractually binding, and sign it of my/our own free will.

Signature #1

Signature #2

Date

Print Name #1 (Please print clearly.)

Print Name #2 (Please print clearly.)

Parent or Guardian of a minor (if participant is under 18 years of age): I, as parent or guardian of the minor named below, give my permission to my child or ward to participate in this Activity, and also agree, individually and on behalf of my child or ward, to all of the terms of this Agreement.

Print Name of Minor #1

Print Name of Minor #2

Print Name of Minor #3

Signature of Parent or Guardian

Date